

**AMENDMENT #002 TO RFP B2Z03019**

**TITLE: TELECOMMUNICATIONS RELAY SERVICES AND CAPTIONED TELEPHONE SERVICES**

**CONTRACT PERIOD: DATE OF AWARD THROUGH THREE YEARS**

PROSPECTIVE OFFERORS ARE HEREBY NOTIFIED OF THE FOLLOWING CHANGE IN DUE DATE OF PROPOSALS:

As Stated	--	Return Proposal No Later Than: 03/11/03 AT 2:00 PM
<b>Change To</b>	--	<b>Return Proposal No Later Than: 03/18/03 AT 2:00 PM</b>

1. The contract period as appears on the cover sheet is corrected to be in line with the contract period as stated in RFP paragraph 2.1.1.



STATE OF MISSOURI  
OFFICE OF ADMINISTRATION  
DIVISION OF PURCHASING AND MATERIALS MANAGEMENT  
REQUEST FOR PROPOSAL

AMENDMENT NO. 001

RFP NO. B2Z03019

TITLE: TELECOMMUNICATIONS RELAY SERVICES AND  
CAPTIONED TELEPHONE SERVICES

REQ#: NR 419 30803000004

BUYER: Ted Wilson

PHONE NO.: (573) 751-1692

E-MAIL: wilson@mail.oa.state.mo.us

ISSUE DATE: 02/28/03

RETURN PROPOSAL NO LATER THAN: 03/11/03 AT 2:00 PM

MAILING INSTRUCTIONS: Print or type **RFP Number** and **Return Due Date** on the lower left hand corner of the envelope or package.

RETURN PROPOSAL AND AMENDMENT(S) TO:

DIVISION OF PURCHASING AND MATERIALS MANAGEMENT  
301 WEST HIGH STREET, ROOM 630  
PO BOX 809  
JEFFERSON CITY MO 65102-0809

CONTRACT PERIOD: DATE OF AWARD THROUGH ONE YEAR

The offeror hereby declares understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all terms and conditions, requirements, and specifications of the original RFP as modified by this and any previously issued amendments. The offeror should, as a matter of clarity and assurance, also sign and return all previously issued amendment(s) and the original document. The offeror further agrees that upon receipt of an authorized purchase order from the Division of Purchasing and Materials Management or when this document is countersigned by an authorized official of the State of Missouri, a binding contract shall exist between the offeror and the State of Missouri.

**SIGNATURE REQUIRED**

AUTHORIZED SIGNATURE		DATE	<input type="checkbox"/> Check here if RFP was downloaded from
PRINTED NAME		TITLE	
COMPANY NAME			
MAILING ADDRESS			
CITY, STATE, ZIP			
VENDOR NO. (IF KNOWN)		FEDERAL EMPLOYER ID NO.	
PHONE NO.	FAX NO.	E-MAIL ADDRESS	

**NOTICE OF AWARD (STATE USE ONLY)**

ACCEPTED BY STATE OF MISSOURI AS FOLLOWS:		
CONTRACT NO.		CONTRACT PERIOD
BUYER	DATE	DIRECTOR

**AMENDMENT #001 TO RFP B2Z03019**

**TITLE: TELECOMMUNICATIONS RELAY SERVICES AND CAPTIONED TELEPHONE SERVICES**

**CONTRACT PERIOD: DATE OF AWARD THROUGH ONE YEAR**

Prospective offerors are hereby notified of the following changes:

1. The following paragraph has been **REVISED**: 1.3.4 and 2.10.1



**STATE OF MISSOURI  
OFFICE OF ADMINISTRATION  
DIVISION OF PURCHASING AND MATERIALS MANAGEMENT  
REQUEST FOR PROPOSAL**

**RFP NO. B2Z03019**

**TITLE: TELECOMMUNICATIONS RELAY SERVICES AND  
CAPTIONED TELEPHONE SERVICES**

**ISSUE DATE: 02/21/03**

**REQ#: NR 419 30803000004**

**BUYER: Ted Wilson**

**PHONE NO.: (573) 751-1692**

**E-MAIL: wilson@mail.oa.state.mo.us**

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**RETURN PROPOSAL TO:** **DIVISION OF PURCHASING AND MATERIALS MANAGEMENT  
301 WEST HIGH STREET, ROOM 630  
PO BOX 809  
JEFFERSON CITY MO 65102-0809**

**CONTRACT PERIOD: DATE OF AWARD THROUGH THREE YEARS**

**DELIVER SUPPLIES/SERVICES FOB DESTINATION TO THE FOLLOWING ADDRESS:**

**Missouri Public Service Commission  
200 Madison Street, Suite 220  
Jefferson City, MO 65101**

The offeror hereby declares understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all requirements and specifications contained herein and the Terms and Conditions Request for Proposal (Revised 12/19/02). The offeror further agrees that the language of this RFP shall govern in the event of a conflict with his/her proposal. The offeror further agrees that upon receipt of an authorized purchase order from the Division of Purchasing and Materials Management or when this RFP is countersigned by an authorized official of the State of Missouri, a binding contract shall exist between the offeror and the State of Missouri.

**SIGNATURE REQUIRED**

AUTHORIZED SIGNATURE		DATE	
PRINTED NAME		TITLE	
COMPANY NAME			
MAILING ADDRESS			
CITY, STATE, ZIP			
FEDERAL EMPLOYER ID NO.		SOCIAL SECURITY NO. IF FEDERAL EMPLOYER ID NO. NOT APPLICABLE	
PHONE NO.	FAX NO.		E-MAIL ADDRESS

**NOTICE OF AWARD (STATE USE ONLY)**

ACCEPTED BY STATE OF MISSOURI AS FOLLOWS:			
CONTRACT NO.		VENDOR NO.	
BUYER		DATE	DIRECTOR

**1. INTRODUCTION:****1.1 Purpose:**

- 1.1.1 This document constitutes a request for sealed proposals from prospective offerors to establish a contract for the acquisition of Telecommunications Relay Services (TRS) and Captioned Telephone (CapTel) Services on an as needed, if needed basis for the Missouri Public Service Commission (MoPSC) located in Jefferson City, Missouri, in accordance with the requirements and provisions stated herein.

**1.2 Offeror's Contacts:**

- 1.2.1 Offerors and their agents (including subcontractors, employees, consultants, or anyone else acting on their behalf) must direct all of their questions or comments regarding the RFP, the evaluation, etc. to the buyer of record indicated on the first page of this RFP. If MBE/WBE subcontracting requirements are included in the RFP, the offeror may contact the Office of Equal Opportunity regarding MBE/WBE certification or subcontracting. Offerors and their agents may not contact any other state employee regarding any of these matters during the solicitation and evaluation process. Inappropriate contacts are grounds for suspension and/or exclusion from specific procurements. Offerors and their agents who have questions regarding this matter should contact the buyer of record.

**1.3 Background:**

- 1.3.1 The Division of Purchasing and Materials Management awarded a three-year contract in August 1999 for Telecommunications Relay Services. The contracts included two one-year renewals. The contract was awarded to Sprint. The contract is due to expire June 30, 2003.
- 1.3.2 The current contract, contract number C600605001, established by the Division of Purchasing and Materials Management may be viewed or downloaded at Internet address: <http://www.oa.state.mo.us/purch/webimaging/Homepage.htm>.
- 1.3.3 The TRS enables telephone communication between a deaf and hard of hearing or speech impaired person through the assistance of a Communication Assistant (CA). The CA translates the verbal or typed message between the deaf and hard of hearing or speech impaired party and the hearing person.

**PARAGRAPH REVISED BY AMENDMENT #001**

- 1.3.4 The current call volume is approximately 92,000 per month (which represents inbound calls), the average session time is approximately 4.8 minutes per call, and the average conversation time is approximately 3.3 minutes per call. The estimated traffic percentages are 89% local, 4% intrastate and 7% interstate.
- 1.3.5 The Division of Purchasing and Materials Management awarded a contract to Sprint for CapTel Services for the period February 3, 2003 through August 3, 2003. CapTel service is a proprietary service targeted at hard of hearing, VCO and other users who have difficulty using a regular telephone, but can speak. CapTel involves the use of a special (CapTel) telephone. The conversation of one party on the call is translated to text by utilizing specialized equipment with speech-to-text technology in relay call processing and sent to the CapTel phone, where it can be read on a screen.

**2. CONTRACTUAL REQUIREMENTS:****2.1 Contract Period:**

- 2.1.1 The original contract period shall be date of award of the Request for Proposal (RFP) through three years. The contract shall not bind, nor purport to bind, the state for any contractual commitment in excess of the original contract period. The Division of Purchasing and Materials Management shall

have the right, at its sole option, to renew the contract for three (3) additional two-year periods, or any portion thereof. In the event the Division of Purchasing and Materials Management exercises such right, all terms and conditions, requirements and specifications of the contract, including prices, shall remain the same and apply during renewal periods.

## **2.2 Price:**

- 2.2.1 All prices shall be as indicated on the Pricing Page. The state shall not pay nor be liable for any other additional costs including but not limited to taxes, shipping charges, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc.

## **2.3 Title:**

- 2.3.1 Title to any leased equipment required by the contract shall be held by and vested in the contractor. The State of Missouri shall not be liable in the event of loss, incident, destruction, theft, damage, etc., for the leased equipment including, but not limited to, devices, wires, software, technical literature, etc. It shall be the contractor's sole responsibility to obtain insurance coverage for such loss in an amount that the contractor deems appropriate.

## **2.4 Liabilities:**

- 2.4.1 The contractor shall agree that the State of Missouri shall not be responsible for any liability incurred by the contractor or the contractor's employees arising out of the ownership, selection, possession, leasing, rental, operation, control, use, maintenance, delivery, return, and/or installation of equipment provided by the contractor, except as otherwise provided in the contract.

## **2.5 Contractor Liability:**

- 2.5.1 The contractor shall be responsible for any and all personal injury (including death) or property damage as a result of the contractor's negligence involving any equipment or service provided under the terms and conditions, requirements and specifications of the contract. In addition, the contractor assumes the obligation to save the State of Missouri, including its agencies, employees, and assignees, from every expense, liability, or payment arising out of such negligent act. The contractor also agrees to hold the State of Missouri, including its agencies, employees, and assignees, harmless for any negligent act or omission committed by any subcontractor or other person employed by or under the supervision of the contractor under the terms of the contract.
- 2.5.2 The contractor shall not be responsible for any injury or damage occurring as a result of any negligent act or omission committed by the State of Missouri, including its agencies, employees, and assignees.
- 2.5.3 Under no circumstances shall the contractor be liable for any of the following: (1) third party claims against the state for losses or damages (other than those listed above); (2) loss of, or damage to, the state's records or data; or (3) economic consequential damages (including lost profits or savings) or incidental damages, even if the contractor is informed of their possibility.

## **2.6 Subcontractors:**

- 2.6.1 Any subcontracts for the products/services described herein must include appropriate provisions and contractual obligations to ensure the successful fulfillment of all contractual obligations agreed to by the contractor and the State of Missouri and to ensure that the State of Missouri is indemnified, saved, and held harmless from and against any and all claims of damage, loss, and cost (including attorney fees) of any kind related to a subcontract in those matters described in the contract between the State of Missouri and the contractor. The contractor shall expressly understand and agree that he/she shall assume and be solely responsible for all legal and financial responsibilities related to the execution of a subcontract. The contractor shall agree and understand that utilization of a subcontractor to provide any of the products/services in the contract shall in no way relieve the contractor of the responsibility for

providing the products/services as described and set forth herein. The contractor must obtain acknowledgement from the State of Missouri prior to establishing any new subcontracting arrangements and before changing any subcontractors.

## **2.7 Assignment:**

2.7.1 The contractor shall not transfer any interest in the contract, whether by assignment or otherwise, without the prior written consent of the Division of Purchasing and Materials Management. Upon the assignment of any interest in the contract, both the contractor (assignor) and the assignee must execute an "AGREEMENT AND CONSENT" document produced and provided by the State of Missouri.

- a. Performance Assignments: The contractor shall agree and understand that, in the event the Division of Purchasing and Materials Management consents to an assignment of contract performance responsibilities in whole or in part, as specifically identified in the specified "Agreement and Consent" document, to a third party, the contractor shall assign all rights and responsibilities of the contract to the assignee. Upon completion of the assignment, the assignee shall be responsible and liable for the performance of the specifically assigned contract responsibilities in accordance with terms and conditions, requirements and specifications of the contract.
- b. Financial Assignments: The contractor shall agree and understand that, in the event the Division of Purchasing and Materials Management consents to a financial assignment of the contract in whole or in part, as specifically identified in the specified "Agreement and Consent" document, to a third party, any payments made by the State of Missouri pursuant to the contract, including all of those payments assigned to the third party, shall be contingent upon the performance of the prime contractor (or assignor) in accordance with all terms and conditions, requirements and specifications of the contract.

## **2.8 Inventions, Patents, and Copyrights:**

2.8.1 The contractor shall report to the state promptly and in reasonable written detail, each notice or claim of patent or copyright infringement based on the performance of the contract of which the contractor has knowledge.

2.8.2 The state agrees that the contractor has the right to defend or at its option to settle, and the contractor agrees to defend at its own expense or at its option to settle, any claim, suit or proceeding brought against the state on the issue of infringement of any United States patent or copyright by any product, or any part thereof, supplied by the contractor to the state under this agreement. The contractor agrees to pay, subject to the limitations hereinafter set forth in this paragraph, any final judgment entered against the state on such issue in any suit or proceeding defended by the contractor. The state agrees that the contractor at its sole option shall be relieved of the foregoing obligations unless the state notifies the contractor promptly in writing of any such claim, suit, or proceeding, and at the contractor's expense, gives the contractor proper and full information needed to settle and/or to defend any such claim, suit, or proceeding. If the product, or any part thereof, furnished by the contractor to the state becomes, or in the opinion of the contractor may become, the subject of any claim, suit, or proceeding for infringement of any United States patent or copyright, or in the event of any adjudication that such product or part infringes any United States patent or copyright, or if the use, lease, or sale of such product or part is enjoined, the contractor may, at its option and its expense: (1) procure for the state the right under such patent or copyright to use, lease, or sell as appropriate such product or part, or (2) replace such product or part with other product or part suitable to the state, or (3) suitably modify such product or part, or (4) discontinue the use of such product or part and refund the aggregated payments and transportation costs paid therefore by the state, less a reasonable sum for use and damage. The contractor shall have no liability for any infringement based upon: (1) the combination of such product or part with any other product or part not furnished to the state by the contractor, or (2) the modification of such product or part unless such modification was made by the contractor, or (3) the use of such product or part in manner for which it was not designed.

- 2.8.3 The contractor shall not be liable for any cost, expense, or compromise, incurred or made by the state in conjunction with any issue of infringement without the contractor's prior written authorization. The foregoing defines the entire warranty by the contractor and the exclusive remedy of the state with respect to any alleged patent infringement by such product or part.

**2.9 Contractor Status:**

- 2.9.1 The contractor represents himself or herself to be an independent contractor offering such services to the general public and shall not represent himself/herself or his/her employees to be an employee of the State of Missouri. Therefore, the contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save, and hold the State of Missouri, its officers, agents, and employees, harmless from and against, any and all loss; cost (including attorney fees); and damage of any kind related to such matters.

**2.10 Cooperative Procurement Program:**

**PARAGRAPH REVISED BY AMENDMENT #001**

- 2.10.1 If the contractor has indicated agreement on the Pricing Page with participation in the Cooperative Procurement Program, the contractor shall provide telecommunication relay services and captioned telecommunication services as described herein under the terms and conditions, requirements and specifications of the contract, including prices, to other government entities in accordance with the Technical Services Act (67.360 RSMo, which is available on the internet at: <http://www.moga.state.mo.us/statutes/c000-099/0670360.htm>.) The contractor shall further understand and agree that participation by other governmental entities is discretionary on the part of that governmental entity and the State of Missouri bears no financial responsibility for any payments due the contractor by such governmental entities.

**2.11 Coordination:**

- 2.11.1 The contractor shall fully coordinate all contract activities with those activities of the state agency. As the work of the contractor progresses, advice and information on matters covered by the contract shall be made available by the contractor to the state agency or the Division of Purchasing and Materials Management throughout the effective period of the contract.

**2.12 Property of State:**

- 2.12.1 All reports, documentation, and material developed or acquired by the contractor as a direct requirement specified in the contract shall become the property of the State of Missouri. The contractor shall agree and understand that all discussions with the contractor and all information gained by the contractor as a result of the contractor's performance under the contract shall be confidential and that no reports, documentation, or material prepared as required by the contract shall be released to the public without the prior written consent of the state agency.

**2.13 Transition:**

- 2.13.1 Upon award of the contract, the contractor shall work with the state agency and any other organizations designated by the state agency to insure an orderly transition of services and responsibilities under the contract and to insure the continuity of those services required by the state agency.

**2.14 Contract Extension:**

- 2.14.1 In the event of an extended re-procurement effort and the contract's available renewal options have been exhausted, the Division of Purchasing and Materials Management reserves the right to extend the contract. If exercised, the extension shall be for a reasonable period of time as mutually agreed to by

the state and the contractor at the same terms, conditions, provisions, and pricing in order to complete the procurement process and to transition to the new contract.

## **2.15 Entire Agreement:**

- 2.15.1 A binding contract shall consist of: (1) the RFP, amendments thereto, and/or Best and Final Offer (BAFO) request(s) with RFP changes/additions, (2) the contractor's proposal including the contractor's BAFO, and (3) DPMM's acceptance of the proposal by "notice of award" or by "purchase order."
- 2.15.2 The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein. Any change, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the contractor and the DPMM or by a modified purchase order prior to the effective date of such modification. The contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification.

## **2.16 Usage Agreements:**

- 2.16.1 The contractor shall not require users and using agencies to execute usage agreements under this contract.

## **3. TECHNICAL AND PERFORMANCE REQUIREMENTS:**

### **3.1 General Requirements:**

- 3.1.1 The contractor shall provide a statewide Telecommunication Relay Service (TRS) for the Public Service Commission and/or CapTel Service, on an as needed, if needed basis in accordance with the requirements and provisions stated herein.
- 3.1.2 The contractor must be a certificated Missouri telecommunications company and must have a tariff for the TRS filed with and approved by the Missouri Public Service Commission (MPSC) upon implementation of the TRS.
- 3.1.3 The contractor shall provide a TRS with state of the art technology, which will provide the most beneficial and cost effective methods to implement the TRS. Additionally, the contractor shall make use of a Customer Profile Database that will assist the CA in relaying conversations as quickly as possible.
- 3.1.4 The TRS shall be operational and ready for implementation not later than July 1, 2003.

### **3.2 TRS Personnel Staffing Requirements**

- 3.2.1 The contractor shall provide a full-time position for and shall employ an individual with knowledge of and familiarity with the deaf and hard of hearing and speech-impaired community to serve as Relay Account Manager for the state of Missouri only. Such individual will be obligated to be a member of the Advisory Committee as established by the MoPSC.
- 3.2.2 The contractor shall include adequate staffing to provide callers with efficient access under projected volumes so that 85% of all calls will be answered within 10 seconds on a daily basis.
- 3.2.3 Communication Assistant (CA):
  - a. The contractor shall have or shall develop, at least forty-five (45) days prior to implementation of the TRS, a manual or procedures and standards relating to CAs which reflects the preferences and

needs of users of the service. It is anticipated that most of these procedures and standards will not significantly affect any contractor's cost of employing CAs, as it is expected that any relay system provider would commonly develop such a manual as a matter of standard business practice.

- b. As a minimum, the following CA standards shall be established:
  - 1) the CA shall be trained to relay the contents of the call as accurately as possible without intervening in the communications;
  - 2) the CA shall possess the ability to translate American Sign Language (ASL) text to conversational English and must be trained to be familiar with and sensitive to the communications needs of persons who are deaf and hard of hearing or speech impaired.
  - 3) the CA shall be required to type a minimum of 60 words per minute and to pass an oral-to-type test of typing speed;
  - 4) the CA shall stay with the call for a minimum of ten minutes when answering and placing a TT-based TRS or VRS call and must stay with the call for a minimum of 15 minutes when answering and placing speech-to-speech calls;
  - 5) the CA shall translate all conversations for required specified calls in section 3.4.1 and 3.4.2 herein and shall keep all such conversations confidential with respect to the existence and content thereof.

#### 3.2.4 Communication Assistant (CA) Requirements:

- a. The contractor must provide a sufficient number of Communication Assistants (CAs) and facilities to meet the Communication Assistant Standards described in Paragraphs 3.2.3 b. and the Quality of Service Standards listed in Paragraph 3.5.
- b. Unless instructed otherwise by the caller, the CA shall allow at least six (6) rings for each call.
- c. If requested by the caller, the CA shall make one additional attempt on busy calls.
- d. The CA shall not make any value judgments regarding legality of obscenity of the content of the message and shall ensure that the relay operators relay all messages received. In addition, the contractor shall agree and understand that no written or electronic script of the call be maintained by the TRS at the conclusion of the conversation.
- e. If requested, the CA will translate American Sign Language (ASL) text to conversational English. The word "translate" as used in the contract shall be considered as oral and print translations by either live or automated means between deaf and hard of hearing or speech impaired persons who use TT equipment, computers, or similar automated devices and those who do not have such equipment.
- f. If so directed by the caller, the CA shall refrain from making an introductory announcement about the TRS;
- g. CA shall not counsel, advise or interject personal opinions or additional information into any communication being translated. The CA is permitted to provide background noise identification.
- h. CA shall comply with the established CA Standards.

### 3.3 Telecommunication Relay Service Center (TRSC) Requirements:

- 3.3.1 The contractor shall establish a Telecommunication Relay Service Center (TRSC). The TRSC shall:

- a. Provide relay service for all Missouri exchanges, 24 hours a day, 7 days a week, 52 weeks a year.
- b. Allow callers to place calls through the TRS from their primary location and from locations other than their primary location.
- c. Allow callers to utilize alternate billing arrangements; for example, collect, third number, person to person, calling card, credit card, and 900 number services, as identified by the contractor.
- d. The TRSC shall provide statewide service for all calls originating within the state of Missouri, including calls placed across a state line, which, if the TRSC were not used, would be considered toll free calling. The contractor shall provide the service through the dialing of "711", as well as through the use of a statewide 800-access method. The contractor may provide for an in-state, an out-of-state, multiple locations, and/or any other alternative of the TRSC.

### **3.4 Telecommunication Relay Service (TRS) Requirements:**

- 3.4.1 The TRS shall include the following basic services for local calls, intrastate toll calls and interstate toll calls originated in Missouri:
  - a. Accept a call from a Text Telephone (TT) or computer equipped caller, place a call to a hearing and voice-capable individual and translate the electronic messages to voice messages and the voice messages to electronic messages as necessary to complete the communications link; and
  - b. Accept a call from a hearing and voice-capable caller, place a call to a TT or computer equipped individual and translate the voice messages to electronic messages and electronic messages to voice messages as necessary to complete the communications link.
  - c. At the request of the calling individual in either 3.4.1a or 3.4.1b above, allow voice to pass through the telecommunications system in either direction and translate only as necessary (voice carry-over (VCO); hearing carry-over (HCO); VCO to VCO).
  - d. Accept a call from a speech disabled caller, allowing the caller to use his/her own voice or voice synthesizer, rather than using a TT, and place a call to a hearing and voice-capable individual or to a TT, and translate using specially trained CAs to function as human translators for relay users who have difficulty being understood on the telephone as necessary to complete the communications link. The Frequent Dialed Number feature must also be made available to these speech-to-speech (STS) users.
- e. The contractor shall process the following types of calls, and their reverse, where applicable, whether originated from or placed to landline or commercial mobile radio services systems:
  - TT to Standard Phone (Voice)
  - VCO to Standard Phone (Voice)
  - HCO to Standard Phone (Voice)
  - VCO to VCO
  - HCO to HCO
  - HCO to TT
  - VCO to TT
  - 2-line VCO to Standard Phone (Voice), HCO, or VCO
  - Speech to Speech
  - Spanish to Spanish
  - Spanish to English

**NOTE:** If the provider offers Compatible Communication Protocol (CCP) such that the call is released when it is determined that the receiving party is communicating in the same manner (i.e. TT to TT or voice to voice), and TRS assistance is no longer required, CCP will be provided with no further charges accruing to the state after the call is released. If CCP is not offered, the caller will be notified when the called person is communicating with the same method and will be notified to call that person directly; and the TRS call will be terminated so that no further charges accrue for the call.

**3.4.2 The TRS shall:**

- a. allow for switching and transmission of the call;
- b. be able to handle emergency calls, allowing automatic and immediate transfer of the call to the nearest Public Safety Answering Point (PSAP);
- c. include methods of accessing and being accessed with ASCII (with split-screen capability, if appropriate to the users software/equipment), Baudot, TurboCode, and E-TurboCode formats at any speed generally in use;
- d. allow access to users to their chosen interexchange carrier (IXC) through the TRS and to all chosen operator services.
- e. provide unlimited time on the duration of calls;
- f. provide no limit on the number of calls handled by the CA for each access by the user to the TRS.
- g. have a minimum of four (4) hours of auxiliary (reserve) power for continuation of the TRS operation in case of commercial power failure. The contractor shall adjust billing to the MoPSC for out of service conditions totaling over four (4) hours in a 24-hour period, provided such out of service conditions are under the control of the contractor. The adjustment for the service outage shall be equivalent to an average of one (1) day's billing of the TRS during the monthly billing period. The contractor shall make (1) adjustment for each out of service condition during the monthly billing period. No more than one (1) out of service adjustment will be assessed within a 24-hour period.

**3.5 Quality of Service Standards:**

**3.5.1** The quality of service provided by the TRS shall conform to the standards listed below. The contractor shall meet the following standards immediately upon implementation of the TRS.

- a. The network shall be designed to comply with P.01 blockage which is based on normal industry standards.
- b. After a call reaches the TRS, the answer time for at least 85% of all calls during all times of the day shall be within ten (10) seconds.
- c. Transmission circuits for the TRS must meet or exceed the generally accepted industry standards.

**3.6 Calls Processed Through the TRS:**

**3.6.1** The following list describes the types of calls which shall be processed through the TRS:

- a. Calls originating and terminating within the state of Missouri (intrastate);

- b. Calls originating within the state of Missouri and terminating at points outside the state (interstate or international);
- c. Calls originating outside the state of Missouri and terminating at points inside the state (interstate);
- d. Calls originating within the state of Missouri and terminating across a state line which, if the TRS was not used, would be considered local and toll free calling;
- e. Intrastate and interstate Directory Assistance (DA), intrastate at no charge to the end user (and interstate to be paid from the NECA fund) and;
- f. Calls to 900 and 976 numbers, shall be provided by the contactor free of charge to the calling party. The calling party shall pay for all other charges associated with the call.

3.6.2 Calls to TRS from payphones, subject to the following:

- a. local payphone calls must be provided free of charge and;
- b. users must be able to make toll calls by using calling or prepaid (debit) cards with rates equivalent to or less than those that would apply to a similar conventional call made using coin sent-paid service (coin call rates).

**3.7 Calls Not Processed Through the TRS:**

- 3.7.1 Coin-sent calls where the CA would be required to determine and handle the deposit of coins;
- 3.7.2 TT to TT except in use of VCO to VCO;
- 3.7.3 Incoming prerecorded solicitation;
- 3.7.4 The CA shall relay messages and leave messages for telephone answering devices at the request of the caller even if doing so requires a return call.

**3.8 Charges and Rates to Users:** The following charges and rates shall apply to the TRS:

- 3.8.1 Local and toll free calls – The calling or called party shall bear no charges for calls originating and terminating within a toll-free calling scope.
- 3.8.2 Intrastate Long Distance Calls – The charge per minute shall not exceed AT&T's Intrastate Message Telecommunications Service (MTS) rates with a 50% discount from the appropriate day, evening, night/weekend rate period.
- 3.8.3 Intrastate operator-surcharges that would otherwise apply, such as collect, third number, person to person, calling card and credit card shall not exceed AT&T's rates.
- 3.8.4 Intrastate disability discounts that may otherwise exist shall not apply to TRS calls.

**3.9 Access Charges:**

- 3.9.1 Intrastate Carrier Common Line (CCL) Access Charges on the originating end of the calling party and on the terminating end of the called party shall not be charged to or imputed by the contractor for local or toll free calls placed through the TRS. This includes InterLATA and IntraLATA CCL charges.

**3.10 Publicity:**

- 3.10.1 The contractor shall work with the advisory Committee to ensure that publicity for TRS is effective and appropriate. The contractor will be expected to provide for ongoing publicity which will help to make the general public aware of the current services and enhanced services as they become available.

**3.11 Relay Service Provider Reporting Requirements:**

- 3.11.1 The contractor shall maintain its records of TRS operations so as to permit review and determination of such operations. Such records shall be made available during normal business hours for inspection by the MoPSC and the Office of the Public Counsel.
- 3.11.2 The contractor shall maintain monthly records as directed by the MoPSC which shall include, but shall not necessarily be limited to, the following:
- 3.11.3 Total number of relayed calls handled by the TRS;
- 3.11.4 Call volume showing percentages of each of the following types of calls: local and toll free, intrastate intraLATA, intrastate interLATA and interstate, separated by originating area code;
- 3.11.5 Average holding time per call and supporting documentation;
- 3.11.6 Average answer time and supporting documentation;
- 3.11.7 Number of calls originated by TTs;
- 3.11.8 A log of customer complaints to include, at a minimum, the date the complaint was filed, the nature of the complaint, the date of resolution, and an explanation of the resolution;
- 3.11.9 Number of DA calls.
- 3.11.10 The contractor shall provide to the MoPSC and to the Office of the Public Counsel an annual report of operations, traffic patterns and accounting data about the TRS.

**3.12 Captioned Telephone Service Requirements:**

- 3.12.1 The contractor shall provide Captioned Telephone (CapTel) service that shall meet or exceed the following criteria and shall comply with subsequent, more stringent, FCC mandated requirements:
- a. The service shall operate Monday through Friday, from 7:00 a.m. through 9:59 p.m.; Saturday, from 8:00 a.m. through 9:59 p.m.; and Sunday, from 1:00 p.m. through 9:59 p.m. All times refer to Central Time.
  - b. The state shall be responsible for identifying participants with assistance from the contractor.
- 3.12.2 Emergency calls through the number "911" shall not be provided through CapTel Service. The CapTel units are programmed to dial 911 directly.
- 3.12.3 All CapTel operators shall be briefed by the contractor on procedures for maintaining the confidentiality of calls. The CapTel service shall meet the confidentiality requirements for TRS.

**3.13 Invoicing and Payment Requirements:**

- 3.13.1 The contractor shall submit monthly invoices to the Missouri Public Service Commission; ATTN: Dual Party Relay Service Fund; P.O. Box 360; Jefferson City, Missouri 65102. All such invoices shall be submitted in a format agreed upon between the MoPSC and the contractor.

- 3.13.2 The contractor shall be paid on a monthly basis for the total accumulated minutes of traffic per month in accordance with the firm, fixed price per minute state on the Price Page.
- 3.13.3 The contractor shall agree and understand the TRS toll calls will be billed by either the user's local exchange carrier (LEC), the contractor, or the user's preferred Interchange Carrier (IXC) if such IXC billing preference is accepted by the contractor and identified on the user's profile.
- 3.13.4 The contractor shall pass Caller ID information from the originating call, if available and not blocked, to the called party, so that if the called party subscribes to Caller ID service from the local exchange carrier, the called party may see the number or name and number, as appropriate to the subscribed service, of the calling party.

#### **3.14 FCC Requirements:**

- 3.14.1 All current mandated standards and regulations and any future standards mandated by the FCC relating to TRS codified by the FCC, whether or not said standards are specifically mentioned, named, or referred to in this RFP shall be incorporated by reference. The state may negotiate with the contractor for in the event of FCC mandated changes that would necessitate a change in the price or services required for the provision of Relay as paid out of the state Relay Fund.

### **4. OFFEROR'S INSTRUCTIONS AND REQUIREMENTS**

#### **4.1 Preparation and Submission of Proposals:**

- 4.1.1 ELECTRONIC SUBMISSION OF PROPOSALS THROUGH THE ON-LINE BIDDING WEB SITE IS NOT AVAILABLE FOR THIS RFP.
- 4.1.2 Organization: In order to provide optimal readability of their proposal by evaluators, offerors are strongly encouraged to organize their proposal as follows:

Signed RFP and RFP Amendment Cover Pages

Table of Contents

Transmittal Letter/Executive Summary

Exhibit A - Cost (Pricing Pages)

Exhibit B - Experience and Reliability

Exhibit C - Expertise of Personnel

Exhibit D - Proposed Method of Performance

Exhibit E - Other Requested Information

Exhibit F - Addendum to the Offeror's Pre-Printed Terms and Conditions Documents

- 4.1.3 Conciseness/Completeness of Proposal: It is highly desirable that the offeror respond in a complete, but concise manner. It is the offeror's sole responsibility to submit information in their proposals as it relates to the evaluation categories. The State of Missouri is under no obligation to solicit such information if it is not included in the offeror's response. The offeror's failure to submit such information may cause an adverse impact on the evaluation of their proposal. Unnecessary information should be excluded from the offeror's proposal.

#### **PARAGRAPH REVISED BY AMENDMENT #003**

- 4.1.4 Copies: The offeror's proposal should include an original document, plus five (5) copies for a total of six (6) documents. Both the original and the copies should be printed on recycled paper and double sided. In addition, the offeror should include one (1) electronic copy of their entire proposal, including all attachments, in Microsoft compatible format on diskette(s) or CD(s). Offerors must not e-mail the electronic versions.
- 4.1.5 Imaging Ready: All proposals are scanned into the Division of Purchasing and Materials Management imaging system after award of the RFP. In preparing their proposal, offerors should be mindful of

document preparation efforts for imaging purposes and storage capacity that will be required to image the proposals. Glue bound materials should not be used.

- 4.1.6 Open Records: The offeror's proposal shall be considered open record upon award of the RFP pursuant to Section RSMo 610.021 (State of Missouri Revised Statutes). The offeror shall not submit their entire proposal as proprietary or confidential. Also, the offeror shall not submit any part of their proposal as confidential unless the proprietary or confidential nature of the material is provided for in the above reference statute. Proprietary or confidential portions of the offeror's proposal allowed by the statute shall be separated, sealed and clearly marked as confidential within the offeror's proposal. Also, the offeror shall provide adequate explanation of what qualifies the material as being held confidential under the provisions of the statute.

4.1.7 Compliance with RFP Requirements and Terms and Conditions:

- a. The offeror's response shall not take exception to or conflict with the mandatory requirements of the RFP (denoted by the words "must" and "shall") including the RFP terms and conditions. The State of Missouri shall not award a noncompliant proposal.
- b. The offeror is further cautioned that when submitting pre-printed terms and conditions regarding proprietary information, copyright, usage restrictions, license agreements, etc., such terms and conditions usually include terms and conditions which conflict with the RFP, including the RFP terms and conditions. In such case, it is the responsibility of the offeror to reconcile such conflicting terms and conditions.
  - 1) If submitting preprinted terms and conditions, such pre-printed terms and conditions documents should be submitted in response to Exhibit D. **The offeror shall be required to do one of the following if pre-printed terms and conditions are submitted: (1) The offeror must clearly state on the first page of each of their pre-printed terms and conditions documents the following, "In the event of conflict between any of the ("name of offeror's company") terms and conditions and those contained in the RFP B2Z03019, the RFP shall govern" or (2) Sign Exhibit D entitled "Addendum to the Offeror's Pre-Printed Terms and Conditions Documents".** Failing to place this statement on the offeror's pre-printed terms and conditions documents or not signing Exhibit D and/or taking exception to the State's terms and conditions may render a offeror's proposal non-responsive and remove it from consideration for award.

4.1.8 Business Compliance:

- a. The offeror must be in compliance with the laws regarding conducting business in the State of Missouri. The offeror certifies by signing the signature page of this original document and any amendment signature page(s) that he/she and any proposed subcontractors are presently in compliance with such laws. The offeror shall provide documentation of compliance upon request by the Division of Purchasing and Materials Management. The compliance to conduct business in the state shall include but may not be limited to:
  - Registration of business name (if applicable)
  - Certificate of authority to transact business/certificate of good standing (if applicable)
  - Taxes (e.g., city/county/state/federal)
  - State and local certifications (e.g., professions/occupations/activities)
  - Licenses and permits (e.g., city/county license, sales permits)
  - Insurance (e.g., worker's compensation/unemployment compensation)

**PARAGRAPH ADDED BY AMENDMENT #004**

- 4.1.9 Tariffs: While the state does not preclude the offeror from basing the proposal on existing tariff(s) or from satisfying other state and/or federal obligations by filing a tariff as a result of the contract award, offerors are hereby advised that **such tariff(s) shall not govern the subsequent contract**. If a tariff is required in order to provide the required services, the offeror is advised to file or refile a tariff with all applicable entities which is based on the contract award. In any case, the contract as defined herein (see paragraph 2.15) shall govern all contract activities. In the event the offeror includes a tariff, in whole or in part, with their response to the RFP, the offeror shall reconcile any conflicting tariff requirements, terms and conditions and bring the tariff language into compliance with the RFP requirements.

**4.2 Proposal Evaluation and Award:**

- 4.2.1 Evaluative Criteria: After determining that a proposal satisfies the mandatory requirements, the evaluator(s) shall use both objective and subjective judgment in conducting a comparative assessment of the proposal in accordance with the evaluation criteria stated below:

Cost .....	40%
Experience and Reliability .....	20%
Expertise of Personnel .....	15%
Proposed Method of Performance .....	25%

- 4.2.2 Cost Evaluation: The evaluation of cost shall cover the required pricing included in Exhibit A in the original contract period plus renewal periods.

**NOTE:** The State of Missouri reserves the right to subjectively evaluate optional services, features and optional accessories.

- 4.2.3 Subjective Evaluation: The evaluation of the Expertise and Reliability, Expertise of Personnel and Proposed Method of Performance shall be subjective based on fact. Information provided by the offeror in response to the exhibits of this RFP, as well as information gained from any other source during the evaluation process, may be used in the subjective evaluation.

- a. Contract Award: The State reserves the right to make award(s) by item or all or none. The offeror may submit a proposal for one or all of the items as listed on the pricing pages of this Request for Proposal.

- 4.2.4 Competitive Negotiation of Proposals: The offeror is advised that under the provisions of this Request for Proposal, the Division of Purchasing and Materials Management reserves the right to conduct negotiations of the proposals received or to award a contract without negotiations. If such negotiations are conducted, the following conditions shall apply:

- a. Negotiations may be conducted in person, in writing, or by telephone.
- b. Negotiations will only be conducted with potentially acceptable proposals. The Division of Purchasing and Materials Management reserve the right to limit negotiations to those proposals which received the highest rankings during the initial evaluation phase. All offerors involved in the negotiation process will be invited to submit a best and final offer.
- c. Terms, conditions, prices, methodology, or other features of the offeror's proposal may be subject to negotiation and subsequent revision. As part of the negotiations, the offeror may be required to submit supporting financial, pricing and other data in order to allow a detailed evaluation of the feasibility, reasonableness, and acceptability of the proposal.

- d. The mandatory requirements of the Request for Proposal shall not be negotiable and shall remain unchanged unless the Division of Purchasing and Materials Management determines that a change in such requirements is in the best interest of the State of Missouri.

**NOTE:** The State intends to award a contract from this RFP without entering into competitive negotiations. Therefore offerors original submission should be submitted under the assumption that no competitive negotiations will be conducted. Consequentially, the offeror is strongly encouraged to resolve any potential compliance issues with the buyer prior to submitting their proposal.

- 4.2.5 Question/Answer Conferences: After an initial screening process, a question and answer conference may be conducted with the offeror, if deemed necessary. In addition, the offeror may be asked to make an oral presentation of their proposal during the conference. Attendance cost at the conference shall be at the offeror's own expense. All arrangements and scheduling shall be coordinated by the Division of Purchasing and Materials Management.

### **4.3 Offerors Response to Evaluative Criteria**

- 4.3.1 Cost: The offeror must respond to Exhibit A with firm, fixed pricing for all applicable costs necessary to satisfy the requirements of the RFP. All prices quoted shall be firm, fixed for the contract period stated on page one. Unless stated herein, the state shall assume absolutely no other costs exist to satisfy the RFP's requirements. Therefore, the successful offeror shall be responsible for any additional costs.
- 4.3.2 Experience and Reliability: The offeror must provide information relative to experience and reliability. It is highly desirable that the offeror respond to the information requested in Exhibit B for purposes of evaluating the offeror's experience and reliability.
- 4.3.3 Expertise of Personnel: The offeror must provide information relative to the respective expertise of personnel. It is highly desirable that the offeror respond to the information requested in Exhibit C for purposes of evaluating the offeror's expertise of personnel.
- 4.3.4 Proposed Method of Performance: The offeror must provide information relative to the respective method of performance. It is highly desirable that the offeror respond to the information requested in Exhibit D for purposes of evaluating the offeror's proposed method of performance.

### **4.4 Other Requested Information:**

- 4.4.1 The offeror should respond to the information requested in Exhibit E, Other Information.

**NOTE:** FAILURE TO PROVIDE ADEQUATE INFORMATION TO COMPLETELY ADDRESS THE SPECIFIED EVALUATION CRITERIA WILL AT LEAST RESULT IN MINIMAL SUBJECTIVE CONSIDERATION AND MAY RESULT IN REJECTION OF THE OFFEROR'S PROPOSAL.

**EXHIBIT A**  
**PRICING**

### A.1 REQUIRED PRICING:

- a. **Telecommunication Relay Service (TRS):** The offeror must state the firm, fixed rates per minute for the following service:

ITEM NO.	Description	Unit of Measure	Firm Fixed Price
001	TRS Call (Intra-service)	Minute	\$

- b. **CapTel Service:** The offeror must state the firm, fixed rates per minute for the following service:

ITEM NO.	Description	Unit of Measure	Firm Fixed Price
002	CapTel Call	Minute	\$

- A.2 OPTIONAL EQUIPMENT AND ACCESSORIES:** The offeror may provide firm, fixed pricing for other optional equipment, installation (if required), and accessories if offered and proposed below.

[illegible]

**A. 3 RENEWAL OPTIONS FOR ALL PRICING:**

The Division of Purchasing and Materials Management shall have the sole option to renew the contract for three (3) additional two-year periods, or any portion thereof.

The offeror must indicate below the maximum allowable percentage of price increase or guaranteed minimum percentage of price decrease applicable to the renewal option periods. The stated percentage(s) shall apply to each itemized component on the applicable pricing page(s). **If a percentage is not quoted (i.e. left blank), the state shall have the right to execute the option at the same price(s) quoted for the original contract period.** Statements such as "a percentage of the then-current price" or "consumer price index" are NOT ACCEPTABLE.

All increases or decreases shall be calculated against the ORIGINAL contract price, NOT against the previous year's price. A CUMULATIVE CALCULATION SHALL NOT BE UTILIZED.

The percentages indicated below will be used in the cost evaluation to determine the potential maximum financial liability to the State of Missouri.

**NOTICE: DO NOT COMPLETE BOTH A MAXIMUM INCREASE AND A MINIMUM DECREASE FOR THE SAME RENEWAL PERIOD.**

**Telecommunication Relay Service:**

	<u>Maximum Increase</u>		<u>Minimum Decrease</u>
1 <sup>st</sup> Renewal Period:	original price + _____%	<b>OR</b>	original price - _____%
2 <sup>nd</sup> Renewal Period:	original price + _____%	<b>OR</b>	original price - _____%
3 <sup>rd</sup> Renewal Period:	original price + _____%	<b>OR</b>	original price - _____%

**CapTel Service:**

	<u>Maximum Increase</u>		<u>Minimum Decrease</u>
1 <sup>st</sup> Renewal Period:	original price + _____%	<b>OR</b>	original price - _____%
2 <sup>nd</sup> Renewal Period:	original price + _____%	<b>OR</b>	original price - _____%
3 <sup>rd</sup> Renewal Period:	original price + _____%	<b>OR</b>	original price - _____%

**EXHIBIT B**  
**EXPERIENCE AND RELIABILITY**

The evaluation of the offeror's proposed experience and reliability shall be subjective based on the requirements stated herein. Therefore, the offeror should present detailed information regarding the services and support proposed in providing experience and reliability of the organization. The following information should be provided by the offeror in order to verify their proposed experience and reliability. The state reserves the right to use this information, including information gained from any other source, in the evaluation process.

**B.1 OFFEROR'S EXPERIENCE**

- 1) The offeror should provide a list of other entities for which they, or their proposed subcontractors, have provided the same or similar services as that proposed herein. For each of the agencies, the offeror should provide a contact name at the agency, their telephone number and e-mail address and a description of the application that makes it similar to the application proposed.
- 2) The offeror should provide a list of other entities for which they, or their proposed subcontractors, have provided services other than those required. For each of the agencies, the offeror should provide a contact name at the agency, their telephone number and e-mail address and a description of the application that makes it similar to the application proposed.

**B.2 RELIABILITY OF ORGANIZATION**

- 1) The offeror should describe the financial and personnel resources of the organization(s) available to support the subsequent contract.

**B.3 ADDITIONAL INFORMATION**

The offeror should provide any additional relevant information to assist in the evaluation of the offeror's proposed experience and reliability.

**EXHIBIT C**  
**EXPERTISE OF PERSONNEL**

The evaluation of the offeror's proposed expertise of personnel shall be subjective based on the requirements stated herein. Therefore, the offeror should present detailed information regarding the services and support proposed in providing expertise of the personnel proposed. The following information should be provided by the offeror in order to verify their proposed expertise of personnel. The state reserves the right to use this information, including information gained from any other source, in the evaluation process

**C.1     EXPERTISE OF PERSONNEL**

- 1) The offeror should describe the expertise of their personnel including their respective job descriptions, qualifications and their roles in the subsequent contract.

**C.2     ADDITIONAL INFORMATION**

The offeror should provide any additional relevant information to assist in the evaluation of the offeror's expertise of personnel.

**EXHIBIT D**  
**PROPOSED METHOD OF PERFORMANCE**

The evaluation of the offeror's proposed method of performance shall be subjective based on the requirements stated herein. Therefore, the offeror should present detailed information regarding the services and support proposed in providing the services proposed method of performance. The following information should be provided by the offeror in order to verify their proposed method of performance. The state reserves the right to use this information, including information gained from any other source, in the evaluation process

**D.1 METHOD OF PERFORMANCE:**

- 1) The offeror's organization should describe the method of performance for the proposed service. If not provided by the offeror's company, the offeror should provide the name of the organization that will be responsible for all such services.

**D.2 ADDITIONAL INFORMATION**

The offeror should provide any additional relevant information to assist in the evaluation of the offeror's proposed method of performance.

**EXHIBIT E**  
**OTHER REQUESTED INFORMATION**

**E.1 OFFEROR CONTACT INFORMATION:**

If different from the information provided on the front page of the RFP, the offeror should provide all necessary contact information including the RFP Coordinator, Contract Coordinator if awarded a contract, payment address information, etc.

<b>RFP COORDINATOR CONTACT INFORMATION</b> <i>i.e. person to be contacted for questions and other coordination activities regarding the offeror's proposal</i>	
<b>NAME:</b>	
<b>JOB TITLE:</b>	
<b>PHONE:</b>	
<b>FAX #:</b>	
<b>EMAIL:</b>	

<b>CONTRACT COORDINATOR CONTACT INFORMATION</b> <i>i.e. person to be contacted for questions and other coordination activities regarding an awarded contract</i>	
<b>NAME:</b>	
<b>JOB TITLE:</b>	
<b>PHONE:</b>	
<b>FAX #:</b>	
<b>EMAIL:</b>	

<b>PAYMENT ADDRESS</b>	
<b>STREET ADDRESS:</b>	
<b>CITY, STATE, &amp; ZIP CODE:</b>	

**E.2 MBE/WBE CERTIFICATION**

Executive Order 98-21 directs state agencies to increase the participation of certified minority business enterprises (MBE) and women business enterprises (WBE) in state procurements. MBE/WBE certification by the State of Missouri, Office of Administration, Office of Equal Opportunity is required to be considered an eligible MBE/WBE in meeting participation goals. If you qualify as a MBE or a WBE as defined in 37.020 RSMo, please mark the appropriate blank below. To obtain an application for certification, go to the OEO Internet website and download an application at <http://www.oa.state.mo.us/oec/MBE.html> or contact the MBE/WBE Certification Program at 800-592-6019 or email [heyern@mail.oa.state.mo.us](mailto:heyern@mail.oa.state.mo.us).

\_\_\_\_\_ MBE      \_\_\_\_\_ WBE      \_\_\_\_\_ BOTH

**E.3 PREFERENCE FOR ORGANIZATIONS FOR THE BLIND AND SHELTERED WORKSHOPS**

A five (5) bonus point preference shall be granted to proposals including products and/or services manufactured, produced or assembled by qualified nonprofit organizations for the blind established pursuant to 41 U.S.C. sections 46 to 48c and sheltered workshops holding a certificate of approval from the Department of Elementary and Secondary Education pursuant to section 178.920 RSMo. Five bonus points will be added to the total evaluation points for proposals qualifying for the preference.

If the offeror is an organization for the blind or sheltered workshop, then the offeror should provide evidence of qualifications as described herein (i.e., copy of certificate or certificate number).

If the offeror is utilizing an organization for the blind or sheltered workshop as a subcontractor, then the offeror should submit a letter of intent signed by the organization for the blind or sheltered workshop describing the products/services they will provide and indicating their commitment to aid the contractor's performance under the prospective state contract.

**E.4 AMERICANS WITH DISABILITIES ACT - EQUIPMENT MODIFICATION**

In order to assist the State of Missouri in fulfilling the requirements of the Americans with Disabilities Act (ADA), the offeror is requested to furnish the following information:

The offeror should state whether the proposed equipment can be modified for use by persons with disabilities:

YES \_\_\_\_\_ NO \_\_\_\_\_

If yes, the offeror should describe and provide optional pricing, including installation and maintenance (if appropriate), for any available modifications.

**E.5 OFFEROR'S AS EMPLOYEES**

Offerors who are employees of the State of Missouri, a member of the General Assembly or a statewide elected official must comply with Sections 105.450 to 105.458 RSMo regarding conflict of interest. If the offeror and/or any of the owners of the offeror's organization are currently an employee of the State of Missouri, a member of the General Assembly or a statewide elected official, please provide the following information:

Name and title of state employee, General

Assembly member or statewide elected official: \_\_\_\_\_